

BADIAK & WILL, LLP
Attorneys for Plaintiff
106 Third Street
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Our Ref.: 07-P-001-RB

07 CV 3398

JUDGE JONES

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HARTFORD FIRE INSURANCE COMPANY
as subrogee of DIGITAL PORTAL, INC.

07 CV

Plaintiff,

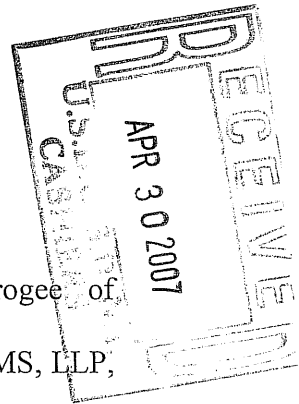
COMPLAINT

-against-

ARIES FREIGHT SYSTEMS, L.P.,

Defendant.
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Plaintiff, HARTFORD FIRE INSURANCE COMPANY, as subrogee of
DIGITAL PORTAL, INC., complains of defendant, ARIES FREIGHT SYSTEMS, LLP,
upon information and belief, as follows:



1. The court has jurisdiction over this action pursuant to 49 USC § 13101 and 14706 arising from the transportation of goods in interstate commerce.

2. Plaintiff, HARTFORD FIRE INSURANCE COMPANY, was and still is a stock insurance company, authorized to do business in the State of New York with a office and place of business located at 2 Park Avenue, New York, New York 10016.

3. Defendant, ARIES FREIGHT SYSTEMS, L.P., was and still is a corporation duly organized and existing under and by virtue of the laws of one of the United States of America with an office and place of business located at 16554 Air Center Boulevard, Houston, Texas 77032.

4. At and during all the times hereinafter mentioned, defendant was and still is a common carrier of merchandise by truck in interstate commerce for hire and a bailee of cargo.

5. Plaintiff is the insurer of cargo who was obligated under its policies of insurance to pay, and did make payments to is assured, for loss and damage to the shipments and would be, or otherwise become, subrogated to the rights of its assured against third parties, including the defendants for the loss and damage sustained and who is now entitled to maintain this action.

6. All conditions precedent required of plaintiff and its predecessors in interest have been performed.

7. That on or about November 30, 2005, Digital Portal, Inc., contracted with defendant, to deliver a DKS 1510 machine to HUMZA VIDEO & PHOTO, the consignee. The cargo was valued at \$51,200.00.

8. Defendant received the cargo in good condition.

9. Defendant delivered the cargo to consignee, however, not in the same good condition as when received, but seriously damaged in violation of defendant's duties and responsibilities as a common carrier of merchandise for hire and a bailee of cargo.

10. By said premises, plaintiff suffered damages in the amount of \$42,000.00 no part of which has been paid although duly demanded of defendants.

WHEREFORE, plaintiff, HARTFORD FIRE INSURANCE COMPANY, as subrogee of DIGITAL PORTAL, INC., demands judgment against defendant ARIES FREIGHT SYSTEMS, LP, for the amount demanded with interest, costs, attorney's fees and for such other and further relief, this Court may deem just and proper.

DATED: Mineola, New York
April 26, 2007

Yours, etc.,

BADIAK & WILL, LLP
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By: _____


ROMAN BADAK (RB-1130)